

Interlocal Cooperation Agreement between the County of Durham and City of Durham regarding Construction of Pavement in Main, Queen, and Dillard Streets

This is an Interlocal Cooperation Agreement (hereinafter "Agreement") between County of Durham, a political subdivision of the State of North Carolina, (hereinafter "County") and City of Durham, a North Carolina municipal corporation, (hereinafter "City"). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

For and in consideration of mutual covenants contained herein and the mutual benefits to result therefrom, the parties hereby agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to set forth the respective rights and obligations regarding the repair and construction of pavement in Queen Street and Dillard Street by the County during the County's construction of the Durham County Human Services Facility (the "Project").

During its construction of the Project, and at the request of the City, the County agrees to repair and repave portions of Main Street, Queen Street, and Dillard Street pursuant to Exhibit 1, ("Agreement Scope of Work"), which is incorporated herein and made a part hereof. The City agrees to contribute to the cost to complete the Agreement Scope of Work up to the maximum lump sum amount of \$83,000.00 ("City Contribution"). The County will pay the cost to perform the Agreement Scope of Work to the extent that it exceeds the City Contribution.

SECTION 2. FUNDING

The City shall pay to the County up to a lump sum of \$83,000.00 upon invoice after the paving has been inspected by the City and determined to be completed in conformance with applicable City requirements. The County shall provide any requested information regarding the construction work upon request. Payment shall be made within 30 days of invoice and satisfactory completion of the Agreement Scope of Works.

SECTION 3. TERM

This Agreement shall become effective upon approval of this agreement by the County Commissioners and by the City Council, and shall continue until payment is received from the City. It is anticipated that the Agreement Scope of Work will be completed by September 30, 2013.

SECTION 4. TERMINATION

Either party may terminate this Agreement by written notification to the other respective Manager (for the City or County) or to the appointed personnel, effective upon receipt, unless the Agreement Scope of Work has begun. Once the Agreement Scope of Work has begun, neither party may terminate the Agreement.

SECTION 5. AMENDMENTS

This Agreement may be amended at any time by execution by both parties of a written amendment.

SECTION 6. APPOINTMENT OF PERSONNEL

Except to the extent provided otherwise in this Agreement, it is agreed that the County Manager shall designate persons to carry out the County's obligations under this Agreement, and that the City Manager shall designate persons to carry out the City's obligations under this Agreement.

SECTION 7. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General County of Justice in the County of Durham and the State of North Carolina.

SECTION 8. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding between the County and the City with respect to the subject matter hereof and may be amended only by written mutual agreement of the parties.

SECTION 9. HEADINGS

The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN TESTIMONY WHEREOF, the County has caused this Agreement to be signed in its name by its County Manager, and the City by its City Manager, and they, acting under and by virtue of the authority in them vested, have hereunto set their hand and seal, the days and year written below.

ATTEST:

THE COUNTY OF DURHAM

County Clerk

County Manager

ATTEST:

THE CITY OF DURHAM

City Clerk

City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____
City of Durham Finance Director

Exhibit 1: Agreement Scope of Work

